



410-296-8440   
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Arthur L. Drager, Esquire  
 1 N. Charles Street, Suite 1200  
 Baltimore, Maryland 21201

**ONLINE REAL ESTATE AUCTION**

*To The Highest Bidder Over \$10,000*  
**Estate Sale**

**PENROSE / FAYETTE  
 STREET OUTREACH**

**TWO STORY BRICK  
 TOWNHOME**

Known As:  
**33 N. WHEELER AVENUE**

a/k/a 33 Wheeler Avenue  
 Near W. Baltimore Street  
 Baltimore City, Maryland 21223

**BIDDING OPENS:  
 MONDAY, JULY 29, 2024**

**BIDDING CLOSSES:  
 TUESDAY, JULY 30, 2024 AT 11:30 A.M.**



23	25	27	29	31	33	35	37	39	41	43	45	47	49	51	53	55
13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"	13'6"
12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
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44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60

**NOTE:** The information contained herein has been obtained from sources deemed reliable and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation. Dimensions, square footage and acreage contained herein are more or less. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the permitted uses of the property.

**LOCATION:**

33 N. Wheeler Avenue is located in the Penrose / Fayette Street Outreach neighborhood of southwest Baltimore City. The property provides easy access east to Downtown and west to the Baltimore Beltway. I-95 and MD-295 are also in close proximity. The property sits north of the Westside Shopping Center, which features a grocery store, retail stores and dining options. Carroll Park, featuring a golf course, walking trails, ball fields and playgrounds, is less than 2 miles south. Grace Medical Center, a major employer in the area, is less than a half mile east, and the West Baltimore MARC train station is approximately a half mile north.

For more information about the area, please visit:

- Neighborhoods – <https://livebaltimore.com/neighborhoods/>
- CityView Map – <https://cityview.baltimorecity.gov/cityview21/>
- Community Development Map – <https://cels.baltimorehousing.org/codemapv2/>

**SITE:**

Rectangular lot – 13'6" x 71', more or less  
 Zoning R-8, residential  
 All public utilities

## **IMPROVEMENTS:**

Two-Story Inside-Group Townhome, built in 1920. The property is arranged as follows:

Exterior – brick facade, vinyl-clad replacement windows

### First Floor

- Living Room – wood floor
- Dining Room – wood floor
- Kitchen – laminate floor, exit to rear yard

### Second Floor

- 2-3 Bedrooms – wood floors
- Full Bath

Basement – unfinished

Mechanical – gas forced air heat, 40 gallon gas water heater

## **TITLE:**

Sold subject to an annual \$96 ground rent payable in semi-annual installments on the 13th days of March and September. Sold free and clear of all liens.

## **TAXES:**

Published annual real estate taxes are \$827.59, based on a full value assessment of \$35,067.

## **SUMMARY TERMS OF SALE:**

*Please see the contract of sale for complete terms.*

A \$3,000 deposit, or ten percent (10%) of the Purchase Price (whichever is greater), in a cashier's check to be delivered to the Auctioneer's office at 6500 Falls Road, Baltimore, MD 21209, or sent by wire transfer, by 4 P.M. on the day of auction. Deposit funds shall be held by A. J. Billig & Co., LLC. Balance to be paid in cash at settlement, which shall take place within 45 days. If payment of the deposit or balance does not take place within the specified time, the deposit shall be forfeited and the property may be resold at the risk and expense of the Purchaser. Interest to be charged on the unpaid purchase money, at the rate of 12% per annum, from date of contract to date of settlement. All adjustments, including taxes, ground rent and all other public charges and assessments payable on a monthly or annual basis, and sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to date of contract and assumed thereafter by the Purchaser. The property will be sold in "AS IS" condition, and subject to easements, agreements, restrictions or covenants of record affecting same, if any. The Property will be sold subject to Baltimore City violation notices, if any. Purchaser assumes the risk of loss from the date of contract forward. The Purchaser waives and releases the Seller, the Auctioneers, and their respective agents, successors and assigns from any and all claims the Purchaser and/or its successors and assigns may now have or may have in the future relating to the condition of the property, including but not limited to the environmental condition thereof. The Purchaser agrees to waive the right of inspection for lead paint, as provided under current Federal and State law. If the Seller is unable to convey good and marketable title, the Purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit this sale shall be null and void and of no effect, and the Purchaser shall have no further claim against the Seller or Auctioneers. Recordation costs, transfer taxes and all costs incidental to settlement to be paid by the Purchaser except where otherwise mandated by local, State or Federal law. Time is of the essence. A 5% or \$2,500 buyer's premium, whichever is greater, will be added to the final bid price.

Arthur L. Drager, Personal Representative of the Estate of Jerry K. Woah-Tee

Please visit this auction's web page for more photos, sample contract, and online bidding:

<https://ajbillig.com/auction/33-n-wheeler-avenue/>



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## **PURCHASING REAL ESTATE AT AUCTION**

*The following information is provided by A. J. Billig & Co., Auctioneers to assist you in understanding your purchase of a property at public auction. The material in this form is general in nature and does not limit your obligations under the contract of sale that you will be required to sign.*

**TERMS OF SALE:** Your responsibilities as a purchaser have been advertised prior to the day of sale and will be read by the Auctioneer at the time of sale. Additional terms may be announced on the day of sale or may be posted at the sale site. The auctioneer will make important announcements regarding the property and your obligations as a purchaser. Please feel free to ask any questions regarding these terms. *Failure to comply with any of the terms of sale may cause you to forfeit your deposit and be responsible for the expenses to resell the property, as well as any deficiency incurred.*

**CONDITION OF PROPERTY:** The property will be sold "AS IS." Unless otherwise announced, the sellers make no representations or warranties about the condition of the property. The sellers will not make any repairs.

**DEPOSIT:** Your deposit will be credited toward the purchase price. If you do not comply with the "TERMS OF SALE," either published or within the contract of sale, you might lose all or part of your deposit. In addition, if you fail to settle for the property you might be obligated to pay the expenses to resell the property, including any deficiency resulting therefrom. If the "TERMS OF SALE" require you to increase your deposit above the amount specified, the Auctioneer will likely accept your personal or business check for the difference on the day of sale. Otherwise, you can bring, wire or messenger certified funds for the increased deposit within the time stated.

**EXPENSES:** You may be responsible for the expenses of owning the property as of the date of sale or as of the date of settlement, including taxes, utility costs and insurance. You may be required to pay interest on the amount of the purchase price, less the amount of your deposit, from the date of the sale to the date you settle for the property. We recommend that you obtain a fire insurance binder on the property immediately as of the date of sale. The purchaser will pay all of the settlement expenses, including title fees and recording costs.

**SETTLEMENT:** The settlement or closing period is specified within the terms of sale. If settlement is based on ratification by a Court, the ratification period is typically forty-five to sixty days, but might take longer. You will be expected to settle for the property within the specified time.

**FINANCING:** It is the purchaser's responsibility to obtain financing. If you plan to use a mortgage to purchase the property, we recommend that you apply for the loan immediately. If the bank must take longer than the specified time to complete the loan, the sellers may extend settlement for a short period if you can provide proof of a loan commitment. If you do not obtain the financing within the specified time for settlement, you will be in default of your contract of sale.

**BIDDING PROCEDURE:** At the conclusion of the announcement and question period, the auctioneer will solicit bids for the property. Bids are generally made either orally or by raising a hand. Bidding increments are made in amounts acceptable to the auctioneer, who may set a minimum bidding increment as the sale progresses. Any bid that is merely a nominal or fractional advance may be rejected by the auctioneer if in his judgement it may affect the sale injuriously. If a dispute arises between two or more bidders, the auctioneer shall decide in favor of one of the bidders, or immediately re-offer the property.

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## INSTRUCTIONS FOR ONLINE AUCTIONS

### REGISTERING TO BID

1. Go to [ajbillig.com/auctions](http://ajbillig.com/auctions) and find the web page for the auction you are interested in.
2. Click the button: Register & Bid Online.
3. After the online bidding screen opens, click the button: Register To Bid
  - a. If you don't have an account, click: "NO ACCOUNT? SIGN UP HERE"
  - b. If you already have an account, enter your login information.
4. Enter your contact information and agree to the terms of sale and terms of use.
5. Enter your credit card\* information to confirm your identity. You will NOT be charged the deposit amount.
6. After completing the registration steps, you will be redirected to the online bidding screen.

### INSTRUCTIONS FOR ONLINE BIDDING

1. The online bidding screen will display information such as time left in the auction, starting bid, and your personal max bid (if you have placed a max bid). Once bidding has started, there is a tab for bids which will show all the bids that have been placed.
2. To place a new bid, click the red button which displays the current asking amount.
3. To bid a custom amount, click the arrow at the right of the bid button and choose: Bid a specific amount.
4. Once a bid amount is entered, the system will prompt you to confirm the amount that you offered. Click Confirm Bid to place your bid.
5. To place a max bid before the auction begins, click on the prebid button and enter the maximum amount that you plan on offering for the property. The system will autobid for you up to that point. If you would like to place a max bid while the auction is live, click the arrow at the right of the bid button and choose: Create maxbid.
6. A.J. Billig will send out reminders regarding time left in the auction and other pertinent information. The menu icon on the top right of the screen will display the message board where all of the notifications will be sent.
7. For more information please call, 410-296-8440 or visit: [ajbillig.com/buyers-faqs](http://ajbillig.com/buyers-faqs)

\*Depending on your bank's policies, a debit card may not be able to be used for verification purposes.

